

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vitality Foodservice, Inc.		02/08/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, LLC, as Collateral Agent
Street Address:	1100 Abernathy Road
Internal Address:	Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2678803	CHOICEPAK
Registration Number:	2440230	DISPENSER-PAK
Registration Number:	3158614	GOLDEN CHOICE
Registration Number:	1377481	GOLDEN CHOICE
Registration Number:	0675115	DISPENSER-PAK
Registration Number:	0895172	FLORIDAGOLD
Registration Number:	1213405	FLORIDAGOLD
Registration Number:	2223815	JUS SQUEEZD
Registration Number:	1792848	VITALITY EXPRESS PAK
Registration Number:	2756827	VITALITY SPRINGS
Registration Number:	1729171	VITALITY EXPRESS
Registration Number:	2693039	RTSEXPRESS
Registration Number:	2010479	NATURE'S SELECT

TRADEMARK

REEL: 003718 FRAME: 0086

900098946

OP \$490.00 2678803

Registration Number:	1125955	SWITCH-A-BRIX
Registration Number:	2428457	VITA GOLD
Registration Number:	2802591	VITALITY
Registration Number:	0966673	VITALITY
Registration Number:	0907932	VITALITY
Registration Number:	0919962	VITALITY

CORRESPONDENCE DATA

Fax Number: (312)863-7806

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher c/o Goldberg Kohn

Address Line 1: 55 East Monroe Street

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.186
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	02/13/2008

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 8th day of February 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as a collateral agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among Vitality Foodservice Holding Corp, a Delaware corporation, Vitality Foodservice, Inc., a Delaware corporation ("US Borrower"), Vitality Foodservice Canada Inc., a Canadian federal business corporation ("Canadian Borrower", together with US Borrower, the "Borrowers" and each, individually, a "Borrower"), the lenders party thereto as "Lenders" ("Lenders"), Agent and Wells Fargo Foothill Canada ULC, the Lender Group is willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of February 8, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of First Priority Lienholders and Second Priority Lienholders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the First Priority Lienholders and Second Priority Lienholders (having the priorities set forth in Sections 2(a), 2(b) and 5(d) of the Security Agreement), a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto (other than Excluded Collateral);

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License (other than Excluded Collateral); and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any

way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.


6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction, payment or repayment in full of the Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit, the cash collateralization, return or support by a standby letter of credit in accordance with the terms of the Credit Agreement and, in the case of Bank Products, the cash collateralization or support by a standby letter of credit in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VITALITY FOODSERVICE, INC.,

By: 
Name: Darren Acheson
Title: Chairman

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VITALITY FOODSERVICE, INC.,

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, as Agent

By: C McDonald
Name: Cheri MacDonald
Title: SVP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Vitality Foodservice, Inc.	US	CHOICEPAK and Design	76/169,847/ 2,678,803	1/21/2003
Vitality Foodservice, Inc.	US	DISPENSER-PAK	75/793,493/ 2,440,230	4/3/2001
Vitality Foodservice, Inc.	US	GOLDEN CHOICE *	78/765,788/ 3,158,614	10/17/2006
Vitality Foodservice, Inc.	US	GOLDEN CHOICE	73/535,630/ 1,377,481	1/7/1986
Vitality Foodservice, Inc.	US	DISPENSER-PAK	72/034,252/ 675,115	3/3/1959
Vitality Foodservice, Inc.	US	FLORIDAGOLD	72/337,182/ 895,172	7/21/1970
Vitality Foodservice, Inc.	US	FLORIDAGOLD and Design	73/304,458/ 1,213,405	10/19/1982
Vitality Foodservice, Inc.	US	JUS SQUEEZD and Design	75/333,951/ 2,223,815	2/16/1999
Vitality Foodservice, Inc.	US	VITALITY EXPRESS PAK	74/256,298/ 1,792,848	9/14/1993
Vitality Foodservice, Inc.	US	VITALITY SPRINGS	76/205,035/ 2,756,827	8/26/2003
Vitality Foodservice, Inc.	US	VITALITY EXPRESS	74/253,662/ 1,729,171	11/3/1992
Vitality Foodservice, Inc.	US	RTSEXRESS and Design	76/409,216/ 2,693,039	3/4/2003
Vitality Foodservice, Inc.	US	NATURE'S SELECT and Design	74/485,546/ 2,010,479	10/22/1996
Vitality Foodservice, Inc.	US	SWITCH-A-BRIX	73/116,718/ 1,125,955	10/16/1979
Vitality Foodservice, Inc.	US	VITA GOLD	75/933,748/ 2,428,457	2/13/2001
Vitality Foodservice, Inc.	US	VITALITY	75/385,646/ 2,802,591	1/6/2004
Vitality Foodservice, Inc.	US	VITALITY	72/438,282/ 966,673	8/21/1973

Vitality Foodservice, Inc.	US	VITALITY	72/325,533/ 907,932	2/16/1971
Vitality Foodservice, Inc.	US	VITALITY	72/363,180/ 919,962	9/7/1971
Vitality Foodservice, Inc.	Canada	CHOICEPAK and Design	1086368/ TMA598402	12/30/2003
Vitality Foodservice, Inc.	Canada	FLORIDAGOLD	0320450/ TMA167041	12/24/1969
Vitality Foodservice, Inc.	Canada	FLORIDAGOLD and Design	0481181/ TMA307437	10/18/1985
Vitality Foodservice, Inc.	Canada	VITALITY	0320456/ TMA200836	7/26/1974
Vitality Foodservice, Inc.	Canada	VITALITY (Stylized)	320451/ TMA200834	7/26/1974
Vitality Foodservice, Inc.	Canada	VITALITY	0333872/ TMA197389	2/8/1974
Vitality Foodservice, Inc.	Canada	GOLDEN CHOICE [†]	TMA363078	11/10/1989
Vitality Foodservice, Inc.	Canada	LYKES FAMILY CHOICE [‡]	TMA291805	6/8/1984

* U.S. trademark registration number 3,158,614 was incorrectly filed with the USPTO in the name of Vitality Foodservice, Inc., a Florida corporation. This error is in the process of being corrected.

[†] The Company decided years ago to allow this registration to become cancelled in due course (i.e., whenever the next deadline arises). On January 9, 2008, a third party initiated cancellation proceedings under Section 45 of the Canadian Trademark Act. The Company has decided to abandon this trademark.

[‡] The Company decided years ago to allow this registration to become cancelled in due course (i.e. whenever the next deadline arises).

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